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IN THE HIGH COURT OF JUDICATURE AT BOMBAY

ORDINARY ORIGINAL CIVIL JURISDICTION

SUMMONS FOR JUDGMENT NO.728 OF 2005
IN
SUMMARY SUIT NO.2517 OF 2005

NIIT Limited).. Plaintiffs

Versus

Dr.Mahajay Patani).. Defendant

Mr.Ranjit Shetty i/b.PDS Legal for the Plaintiffs.

None present for the Defendant.

CORAM : SMT. NISHITA MHATRE, J.

DATED : 24TH MARCH 2006

P.C.:

. This Suit has been filed to recover an amount of Rs.4,00,000/- with interest at the rate of 18% per annum thereon. The Plaintiffs had entered into an agreement for leave and licence with the Defendant for premises at Vile Parle. This leave and licence agreement was for a period of three years and an amount of Rs.5,00,000/- was taken as deposit. It appears that after the termination of the agreement, the Plaintiffs called upon the Defendant to repay the amount. The Defendant repaid an amount of Rs.50,000/- in two instalments of Rs.25,000/- each. Admittedly, the Plaintiffs have handed over the possession of the premises to the Defendant. However, the Defendant has not repaid the rest of the Rs.4,00,000/-. as alleged.

2. Although appearance has been filed on behalf of the Defendant, no reply has been filed nor is anybody present on behalf of the Defendant. The Defendant has in fact admitted that the amount is due and payable to the Plaintiffs.

3. With a view to give the Defendant an opportunity to defend the Suit, conditional leave granted to the Defendant on the Defendant depositing a sum of Rs.4,00,000/- within eight weeks from today, failing which the Plaintiffs will be entitled to a decree.

4. If the Defendant deposits the amount as aforesaid, the Prothonotary & Senior Master to invest the same in a Fixed Deposit of a Nationalised Bank initially for a period of three years, to be renewed thereafter till the pendency of the Suit. The Suit shall then be transferred to the list of Commercial Causes.